

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE JAY ACQUISITION CORPORATION		03/28/2016	Corporation:
SEQUA CORPORATION		03/28/2016	Corporation:
CASCO INVESTORS CORPORATION		03/28/2016	Corporation:
CHROMALLOY CASTINGS TAMPA CORPORATION		03/28/2016	Corporation:
CHROMALLOY COMPONENT SERVICES, INC.		03/28/2016	Corporation:
CHROMALLOY SAN DIEGO CORPORATION		03/28/2016	Corporation:
JET SERVICES (DELAWARE), INC.		03/28/2016	Corporation:
SEQUA HOLDINGS, INC.		03/28/2016	Corporation:
CHROMALLOY AMERICAN LLC		03/28/2016	Limited Liability Company:
CHROMALLOY COOPERATIVE HOLDINGS LLC		03/28/2016	Limited Liability Company:
CHROMALLOY GAS TURBINE LLC		03/28/2016	Limited Liability Company:
CHROMALLOY MATERIAL SOLUTIONS LLC		03/28/2016	Limited Liability Company:
MIDWEST METAL COATINGS, LLC		03/28/2016	Limited Liability Company:
SEQUA COATINGS LLC		03/28/2016	Limited Liability Company:
PRECOAT METALS ACQUISITION CORP.		03/28/2016	Corporation:
PRECOAT METALS HOLDINGS CORP.		03/28/2016	Corporation:
PRECOAT METALS CORP.		03/28/2016	Corporation:
ATLANTIC RESEARCH CORPORATION		03/28/2016	Corporation:
SEQUA FINANCIAL CORPORATION		03/28/2016	Corporation:

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Name	Formerly	Execution Date	Entity Type
PACIFIC GAS TURBINE CENTER, LLC		03/28/2016	Limited Liability Company:
SEQUA CAPITAL CORPORATION		03/28/2016	Corporation:
SEQUA INVESTMENTS CORPORATION I		03/28/2016	Corporation:

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	PUBLIC LISTED COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2563399	CG T DER
Registration Number:	1527366	
Registration Number:	1524839	CHROMALLOY
Registration Number:	3437533	STEEL SHIELD
Registration Number:	2613392	COILZONE

CORRESPONDENCE DATA

Fax Number: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212.310.8251
Email: juan.arias@weil.com
Correspondent Name: Thomas P. Mastoras
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0070 T. MASTORAS
NAME OF SUBMITTER:	Thomas P. Mastoras
SIGNATURE:	/Thomas P. Mastoras/
DATE SIGNED:	03/30/2016

Total Attachments: 5

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of March 28, 2016, made by each of the parties signatory hereto as a grantor (each, a "Grantor" and collectively, the "Grantors"), in favor of BARCLAYS BANK PLC, as Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of December 19, 2012, among BLUE JAY ACQUISITION ("Holdings"), SEQUA CORPORATION (the "Borrower"), the Lenders and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, each Grantor, the Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of December 19, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest and, to the extent not

otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

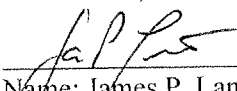
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

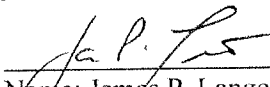
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IN WITNESS WHEREOF, each Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

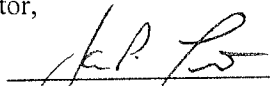
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SEQUA COATINGS LLC,
PRECOAT METALS ACQUISITION CORP.,
PRECOAT METALS HOLDINGS CORP.,
PRECOAT METALS CORP.,
ATLANTIC RESEARCH CORPORATION,
SEQUA FINANCIAL CORPORATION,
PACIFIC GAS TURBINE CENTER, LLC,
each as a Grantor,

By: 
Name: James P. Langelotti
Title: Vice President and Treasurer

SEQUA CAPITAL CORPORATION, as a Grantor,

By: 
Name: James P. Langelotti
Title: Vice President and Treasurer

SEQUA INVESTMENTS CORPORATION I, as a Grantor,

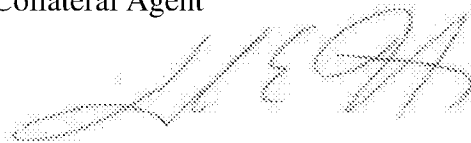
By: 
Name: James P. Langelotti
Title: Vice President and Treasurer

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005760 FRAME: 0786

BARCLAYS BANK PLC,
as Collateral Agent

By:



Name: Daniel E. Hunter



Title: Assistant Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005760 FRAME: 0787

SCHEDULE I

Trademark Registrations

Mark Name	Current Owner	Status	App Number	App Date	Reg. Number	Reg. Date	Renewal Date
	Chromalloy Gas Turbine LLC	Registered	76170515	11/24/2000	2563399	4/23/2002	4/23/2021
	Chromalloy Gas Turbine LLC	Registered	73726957	5/06/1988	1527366	2/28/1989	2/28/2018
CHROMALLOY	Chromalloy Gas Turbine LLC	Registered	73726956	5/6/1988	1524839	2/14/1989	2/14/2018
STEEL SHIELD	Sequa Corporation	Registered	78357519	1/26/2004	3437533	5/27/2008	5/27/2017
COILZONE	Sequa Corporation	Registered	76165646	11/15/2000	2613392	8/27/2002	8/27/2021